

SERVICE PROVIDER AGREEMENT

Nebraska Department of Health and Human Services



Section I

Check Appropriate Box and Write Provider Number

☒ Agency FID 522305083 ☐ Individual Provider Social Security Number _____
Name FID Issued To: MAVM VENTURES, LLC

Section II

Provider Name: (First) _____ (Middle) _____ (Last) _____ Birthdate: _____

A & B SHUTTLE

Provider Street Address, City, State & Zip: 9999 STATE STREET OMAHA, NE. 68122

Mailing Address if Different from Location: _____

Business Telephone: 402-331-7558 339 3591 Home Telephone: _____Appropriate Licensure: YESLocation of Service Provision if Different than Above: designated locations authorized by case managers

Par. 1 This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and MAVM VENTURES, LLC aka A & B SHUTTLE, a service provider, governs the provision of the following service(s) checked below as defined in the Department of Health and Human Services Program Manual, Nebraska Administrative Code (NAC) Titles 404, 465, 471, 473, 474 and 480. Appropriate checklist(s) marked "Provider Addendum (name of service)" and other appropriate additions to the Agreement marked "Attachment 9A, B or C)" for contracted service is/are attached and by this reference are made part of this Agreement as if included in the contract word for word and the provider agrees to abide by all regulations as outlined in the attachment(s).

Par. 2 Agreement Effective Date from APRIL 25, 2009 through APRIL 24, 2010

Par. 3 Service(s) to be provided. (See corresponding service addendum.) DD = Developmental Disabilities

- | | | |
|--|--|---|
| <input type="checkbox"/> Adult Day Care | <input type="checkbox"/> Family Support | <input type="checkbox"/> Independence Skills Man. |
| <input type="checkbox"/> Adult Day Health | <input type="checkbox"/> Habilitative Day Care | <input type="checkbox"/> Nutrition Service |
| <input type="checkbox"/> Assisted Living | <input type="checkbox"/> Homemaker | <input type="checkbox"/> PERS |
| <input type="checkbox"/> Assisted Technology-DD | <input type="checkbox"/> Homemaker-DD | <input type="checkbox"/> PERS-DD |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Home Care/Chore | <input type="checkbox"/> Personal Assistance-Medicaid |
| <input type="checkbox"/> Community Living & Day Support-DD | <input type="checkbox"/> Home Delivered Meals | <input type="checkbox"/> Respite Care |
| <input type="checkbox"/> Congregate Meals | <input type="checkbox"/> Home Modification-DD | <input checked="" type="checkbox"/> Transportation |
| | | <input type="checkbox"/> Vehicle Modifications-DD |

Section III

Terms of Agreement

- Par. 1** If the provider violates or breaches any of the provisions of this Agreement, then this Agreement may be terminated immediately, at the election of the Department. If there are any damages arising from such violation or breach, legal remedies may be pursued to recover such damages. Any money due to the provider, which accrued prior to such violation or breach, may be offset against the damages.
- Par. 2** Under the terms of this Agreement:
- Staff will determine eligibility for services and authorize appropriate services for the individuals.
 - Staff will notify provider if the service(s) being provided for a specific client is to be terminated or changed before the end of the authorization period.
 - The Department will honor claims and make payments for services that were authorized and provided in accordance with the Department's policies and standards.
- Par. 3** This Agreement may be terminated by either party at any time by giving at least thirty days advance written notice to the other party to allow for arrangement of alternate service provision for clients. The notice requirement may be waived in case of emergencies such as illness, death, injury or fire. Only such payments as have already accrued for services rendered prior to the effective date of termination shall be made to the provider upon such voluntary termination.
- Par. 4** Subcontracting by an individual provider is not allowed under this Agreement.
- Par. 5** Service(s) will be provided using the following unit rate(s) within the maximum number of units authorized by the service area staff on a case-by-case basis.

Service Code	Service	Maximum Rate	Units
See Attachment A			

Attach documentation of basic or specialized status of Medicaid Personal Assistant.

Par. 6 The above terms of this Agreement, Paragraphs 1 through 5 may be renegotiated upon agreement of both parties. The party requesting a change in the above terms must notify the other party at least sixty (60) days before the date the proposed change is to be implemented, except for rate changes due to minimum wage changes, rates regulated by governmental agencies or other changes required by law.

Section IV

General Provider Standards

By signing this Agreement, the service provider agrees to:

1. Follow all applicable Nebraska Department of Health and Human Services' policies and procedures (Nebraska Administrative Code Titles 404, 465, 471, 473, 474 and 480).
2. Bill only for services which are authorized and actually provided.
3. Submit billing documents after service is provided and within 90 days.
4. Accept payment as payment in full (payment from DHHS plus the client's obligation) and assure that the rate negotiated or charged does not exceed the amount charged to private payers.
5. Not provide services if s/he is the legally responsible relative (i.e., spouse of client or parent of minor child who is a client).
6. Not discriminate against any employee, applicant for employment or program participant or applicant because of race, age, color, religion, sex, handicap or national origin, in accordance with 45 CFR Parts 80, 84, 90; and 41 CFR Part 60.
7. Retain financial and statistical records for six years from date of service provision to support and document all claims.
8. Allow federal, state or local offices responsible for program administration or audit to review service records, in accordance with 45 CFR 74.20 – 74.24; and 42 CFR 431.107. Inspections, reviews and audits may be conducted on site.
9. Keep current any state or local license/certification required for service provision.
10. Provide services as an independent contractor, if the provider is an individual, recognizing that s/he is not an employee of the Department or of the State.
11. Agree and assure that any false claims (including claims submitted electronically), statement, documents or concealment of material fact may be prosecuted under applicable state or federal laws (42 CFR 455.18).
12. Respect every client's right to confidentiality and safeguard confidential information.
13. Understand and accept responsibility for the client's safety and property.
14. Not transfer this Agreement to any other entity or person.
15. Operate a drug free workplace.
16. Not use any federal funds received to influence agency or congressional staff.
17. Not engage in or have an ongoing history of criminal activity that may be harmful or may endanger individuals for whom s/he provides services. This may include a substantiated listing as a perpetrator on the child and/or adult central registries of abuse and neglect and/or the sex offender registries.
18. Allow Central Registry checks on himself/herself, family member if appropriate, or if an agency, agree to allow Department of Health and Human Services' staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect and law violations are in place.
19. Have the knowledge, experience and/or skills necessary to perform the task(s).
20. Report changes to appropriate Department staff (e.g., no longer able/willing to provide service, changes in client function).
21. Agree and assure that any suspected abuse or neglect will be reported to law enforcement and/or appropriate Department staff.

I certify that I have read and understand the standards as stated and referenced above and agree to comply with all the terms of this Agreement.

Section V

Michael A. Varmeter
Provider/Agency Representative

3-12-09
Date

Parent or Legal Guardian Signature (if required)

William Grayson
Signature of Authorized Representative – Nebraska Department of Health and Human Services

Date
3-12-09
Date

**SERVICE PROVIDER AGREEMENT ATTACHMENT
RATE AGREEMENT**

MAVM Ventures dba A&B Shuttle
April 25, 2009 through July 1, 2009

In Boundaries/ Omaha Area:

- Omaha Area boundaries are defined as North to State Street, East to the river, South to Harrison Street and West to 132nd Street.
- First passenger rate is \$15.78 per one way trip. Each additional passenger rate (with same pick-up & drop off address) is \$5.95 per one way trip with prior-authorization.
- Passenger's escort/attendant rides at no charge.
- A rate of \$38.24 per one way trip may be charged if a Wheelchair Accessible Van is prior-authorized.
- A rate of \$25.49 per one way trip may be charged if a one way trip originates between the hours of 7:30 p.m. and 7:30 a.m.
- A rate of \$5.95 may be charged for pharmacy stops during a medical trip in addition to the \$15.78/38.24 one way trip rate with prior-authorization.
- A rate of \$5.95 may be charged for non-medical stops (one maximum per client, per month) in addition to the \$15.78/38.24 one way trip rate with prior-authorization.

Beyond Boundaries (Within Douglas & Sarpy Counties):

- First passenger rate is \$25.49 per one way trip. Each additional passenger rate (with same pick-up & drop off address) is \$5.95 per one way trip with prior-authorization.
- Passenger's escort/attendant rides at no charge.
- A rate of \$41.39 per one way trip may be charged if a Wheelchair Accessible Van is prior-authorized.
- A rate of \$5.95 may be charged for pharmacy stops during a medical trip in addition to the \$25.49/41.39 one way trip rate with prior-authorization.
- A rate of \$5.95 may be charged for non-medical stops (one maximum per client, per month) in addition to the \$25.49/41.39 one way trip rate with prior-authorization.

Distance (Outside Douglas & Sarpy Counties)

- 1.30 per mile while client is in the vehicle.
- First passenger \$1.30 per mile and each additional passenger (with same pick-up & drop off address) is \$5.95 per one way trip with prior-authorization.
- Passenger's escort/attendant rides at no charge.

Michael A. VanHester
Provider Representative Signature

4.20.09
Date

Joan M Buehler
DHHS Representative Signature

4-27-09
Date

**SERVICE PROVIDER AGREEMENT ATTACHMENT
RATE AGREEMENT**

MAVM Ventures dba A&B Shuttle
July 1, 2009 through April 24, 2010

In Boundaries/ Omaha Area:


- Omaha Area boundaries are defined as North to State Street, East to the river, South to Harrison Street and West to 132nd Street.
- First passenger rate is \$16.01 per one way trip. Each additional passenger rate (with same pick-up & drop off address) is \$5.95 per one way trip with prior-authorization.
- Passenger's escort/attendant rides at no charge.
- A rate of \$38.24 per one way trip may be charged if a Wheelchair Accessible Van is prior-authorized.
- A rate of \$25.49 per one way trip may be charged if a one way trip originates between the hours of 7:30 p.m. and 7:30 a.m.
- A rate of \$5.95 may be charged for pharmacy stops during a medical trip in addition to the \$16.01/38.24 one way trip rate with prior-authorization.
- A rate of \$5.95 may be charged for non-medical stops (one maximum per client, per month) in addition to the \$16.01/38.24 one way trip rate with prior-authorization.

Beyond Boundaries (Within Douglas & Sarpy Counties):

- First passenger rate is \$25.49 per one way trip. Each additional passenger rate (with same pick-up & drop off address) is \$5.95 per one way trip with prior-authorization.
- Passenger's escort/attendant rides at no charge.
- A rate of \$41.39 per one way trip may be charged if a Wheelchair Accessible Van is prior-authorized.
- A rate of \$5.95 may be charged for pharmacy stops during a medical trip in addition to the \$25.49/41.39 one way trip rate with prior-authorization.
- A rate of \$5.95 may be charged for non-medical stops (one maximum per client, per month) in addition to the \$25.49/41.39 one way trip rate with prior-authorization.

Distance (Outside Douglas & Sarpy Counties)

- 1.30 per mile while client is in the vehicle.
- First passenger \$1.30 per mile and each additional passenger (with same pick-up & drop off address) is \$5.95 per one way trip with prior-authorization.
- Passenger's escort/attendant rides at no charge.


Provider Representative Signature

7-1-07
Date


DHHS Representative Signature

7-1-07
Date

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Application No. B-1558

Passenger Transportation Services
dba A & B Shuttle
10942 J Street
Omaha, Nebraska 68137

AFTER DUE INVESTIGATION, it is hereby certified that the above-named carrier has complied with all applicable provisions of Neb. Rev. Stat., Sections 75-301 to 75-322.04, (Reissue 2003), and the requirements, rules and regulations prescribed thereunder and, therefore, is entitled to receive authority from the Nebraska Public Service Commission to engage in transportation in Nebraska intrastate commerce as a motor carrier.

IT IS CERTIFIED, that pursuant to the Commission's Order, the said carrier be, and it is hereby, issued this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in Nebraska intrastate commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions and limitations as are now, or may hereafter be, attached to the exercise of the privileges granted to the said carrier.

AND IT IS FURTHER CERTIFIED, that the transportation service to be performed by the said carrier in Nebraska intrastate commerce shall be as specified below:

SERVICE AND TERRITORY AUTHORIZED:

COMMON: Passengers and their baggage by chauffeur-driven Motor home between points in Douglas, Sarpy, and Lancaster counties, on the one hand, and, on the other hand, points in Nebraska over irregular routes. RESTRICTION: The transportation of railroad train crews and their baggage is not authorized. SUPP. 1: Passengers and their baggage by chauffeur-driven van between points in Douglas, Sarpy, and Lancaster counties over irregular routes. RESTRICTION: The transportation of railroad train crews and their Baggage is not authorized.

SUPPLEMENT 2(a) Transportation of passengers as a common Carrier in Nebraska intrastate commerce in open class service by double-decker buss with a rated seating capacity of 60 passengers or greater between points in Douglas, Sarpy, and Lancaster counties on the one hand, and, on the other hand, points in Nebraska over irregular Routes in buses. RESTRICTION: The transportation of Passengers and their baggage from points originating in Lancaster County is not authorized.

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

APPLICATION NO. B-1558

PAGE TWO

ISSUED at Lincoln, Nebraska, this 23rd day of March, 2009,
Pursuant to the order of August 21st, 2007.

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Frank Landis
Chairman

Grandfathered in for
Special OHS designation
Per PSC. CMiles

APPLICATION NO. BR-269

PAGE SIX

Fractions of a quarter hour will be disposed of as follows:

- A. If greater than 7.5 minutes, increase to the next quarter hour.
- B. If less than 7.5 minutes, reduce to the previous quarter hour.

IV Description of Zone Boundaries:

Zone 1:

On the north -- Ames Ave., as extended from 60th Street east to the Missouri River; on the west -- 60th Street, as extended from F Street to Ames Ave.; on the south -- F Street, as extended from 60th Street east to the Missouri River; and on the east -- the Missouri River.

Zone 2:

On the north -- Ida Street, as extended from 120th Street east to the Missouri River; on the west -- 120th Street as extended from Harrison Street to Ida Street; on the south -- Harrison Street, as extended from 120th Street east to the Missouri River; and on the east -- the Missouri River.

Zone 3:

On the north -- Rainwood Road, as extended from 168th Street east to the Missouri River; on the west -- 168th Street, as extended from Nebraska Highway 370 to Rainwood Road; on the south -- Nebraska Highway 370, as extended from 168th Street east to the Missouri River; and on the east -- the Missouri River.

Zone 4:

On the north -- Douglas/Washington county line, as extended from 216th Street east to the Missouri River; on the west -- 216th Street, as extended from Fairview Road to the Douglas/Washington county line; on the south -- Fairview Road, as extended from 216th Street east to the Missouri River; and on the east -- the Missouri River.

MADE AND ENTERED at Lincoln, Nebraska, this 8th day of January, 2002.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

Lucille A. Hansen

Frank E. Landis

Rock Johnson

//s//Anne C. Boyle
//s//Frank E. Landis

Anne Boyle
Chair

ATTEST:

Ad S. Pollock
Executive Director

In the Matter of the)	APPLICATION NO. BR-300
Prescription of Reasonable Rates)	
and Charges for Motor Carriers)	GRANTED AS MODIFIED
Passengers and Property for Hire)	
subject to the Provisions of)	ENTERED: AUGUST 2, 2005
Neb. Rev. Stat. (Reissue 1996),)	
Chapter 75, Articles 1 and 3.)	

BY THE COMMISSION:

OPININON AND FINDINGS

On December 13, 2004, MAVM Ventures, Inc., d/b/a A & B Shuttle, Omaha, Nebraska, filed an application for authority to amend its open class rates for its use as follows:

Description			Proposed Rates
I. Van Shuttle Service between Eppley Airfield and:			
Zone	One Passenger	Two Through Four	Five or More
1	\$12	\$16	Charter Fare
2	\$16	\$20	
3	\$20	\$26	
4	\$24	\$32	
5	\$28	\$38	

Note 1: Passengers originating or terminating outside of Zone 5 will be charged the Charter Rate.

Note 2: Baggage charge in excess of two pieces of stowed baggage and one piece of carry on baggage per person will be assessed a rate of \$5.00 per piece.

Note 3: Passenger departing Eppley Airfield, scheduled or non-scheduled, between the hours of 11:00 a.m. and 4:00 a.m. will be assessed and additional \$10.00 plus an additional \$15.00 per hour (\$3.75 per quarter hour) while waiting for passengers to arrive.

Note 4: Passengers making a reservation less than eighteen (18) hours prior to the requested pick-up time will be charged one and one-half (1.5) times the standard Zone Rate.

Note 6: Passengers canceling the reservation less than eighteen (18) hours prior to the requested pick up time will be charged the standard Zone Rate.

II. Van Shuttle Service between Zones Exclusive of Eppley Airfield

Note 1: Passengers originating or terminating outside of Zone 5 will be charged the Charter Rate.

Note 2: Passengers making a reservation less than eighteen (18) hours prior to the requested pick-up time will be charged one and one-half (1.5) times the standard Zone Rate.

Note 4: Passengers canceling the reservation less than eighteen (18) hours prior to the requested pick up time will be charged the standard Zone Rate.

III. Van Charter Rates

Description	Rate
A. Rate per hour	\$50.00

Description of Zone Boundaries

Zone 1: On the north-Ames Ave., as extended from 30th Street east to the Missouri River; on the west-30th Street, as extended from F Street to Ames Ave.; on the south- F Street, as extended from 30th Street east to the Missouri River; and on the east-the Missouri River.

Zone 2: on the north- Ames Ave., as extended from 60th Street east to the Missouri River; on the west-60th Street, as extended from F Street to Ames Ave.; on the south-F Street, as extended from 60th Street east to the Missouri River, and on the east-the Missouri River.

Zone 2-changed to Zone 3

Zone 3-changed to Zone 4

Zone 4-changed to Zone 5

All rate structures will also include the following:

Discount for Senior Citizens - \$2.00 off each fare
(Senior Citizen defined as anyone acquired 65 years or beyond their birth year)

Discount for Cash in Advance - \$2.00 off each fare
(Cash in Advance defined as Currency or Check paid to A & B Shuttle, or its representative, previous to or at the point of pick up.)

Discount for Round Trip Reservations - \$2.00 off each fare
(Reservations for Round Trip defined as at the time the initial reservation is made the individual books the trip which included the transportation to and from a pick up and drop off location.)

FUEL SURCHARGE: \$1.00 per trip when the price of gasoline is above \$1.95 per gallon.

Applicant is a certificated common carrier which holds Certificate B-1558. The certificate authorizes the transportation of passengers and their baggage by chauffer-driven motor home between points in Douglas, Sarpy, and Lancaster counties, on the one hand, and, on the other hand, points in Nebraska over irregular routes. Supplement 1 authorizes the transportation of passengers and their baggage by chauffer-driven van between points in Douglas, Sarpy and Lancaster counties over irregular routes.

Notice of this application was published in The Daily Record , Omaha, Nebraska, on January 13, 2005, pursuant to the Commission's rules. The application was not protested.

A public hearing was held on this matter on May 18, 2005. Evidence was adduced from the Applicant at that hearing. According to the Applicant, the proposed rates are based on the costs of conducting business, including vehicle operating gasoline, insurance and other expenses. The insurance costs for the Applicant increased from around \$3,500 per vehicle per year to \$5,000 per vehicle per year. The cost of gasoline has also increased since the last increase granted, from \$1.60 in mid-2004 to almost \$2.30 as of the time of this order.

The last change in rates for the Applicant occurred in 2001. Since that time insurance rates, maintenance costs and gasoline costs have all risen.

The Commission is of the opinion that the increases that are being sought by the Applicant are reasonable under the circumstances. Customers in Zones 2, 3, 4, and 5 will experience increases of eleven, eight, six and five and one-half percent respectively, while customers living in the new Zone 1 will experience a decrease of eleven percent in their fare.

The Commission is of the opinion that the division of the Applicant's zones four to five is justified and in the best interests of the public. The division will allow the Applicant to more closely tie expenses to revenues, while offering rates to the public that are more in line with the services provided.

The Commission is of the opinion that the requested increase in the van charter rate is too extreme. As proposed it is a thirty-eight percent increase, which is an increase not supported by the testimony or the circumstances of the applicant. The Commission is of the opinion that the Van Charter Rate should

be increased from \$36 per hour to \$40 per hour, an increase of eleven percent.

The rates proposed are competitive with the rates on file for other carriers providing a similar service. The application is filed in compliance with Sections 75-308 (Rates) R.R.S. 2003 and the Commission rules.

Upon consideration of the application and being fully advised in the premises, the Commission is of the opinion and finds that the application should be granted effective August 12, 2005.

ORDER

IT IS, THEREFORE, ORDERED by the Nebraska Public Service Commission that effective August 12, 2005, MAVM Ventures, Inc., d/b/a A & B Shuttle, Omaha, Nebraska, be, and it is hereby, authorized to amend its open class rates for its use as follows:

Description			Rates
I. Van Shuttle Service between Eppley Airfield and:			
Zone	One Passenger	Two Through Four	Five or More
1	\$12	\$16	Charter Fare
2	\$16	\$20	
3	\$20	\$26	
4	\$24	\$32	
5	\$28	\$38	

Note 1: Passengers originating or terminating outside of Zone 5 will be charged the Charter Rate.

Note 2: Baggage charge in excess of two pieces of stowed baggage and one piece of carry on baggage per person will be assessed a rate of \$5.00 per piece.

Note 3: Passenger departing Eppley Airfield, scheduled or non-scheduled, between the hours of 11:00 a.m. and 4:00 a.m. will be assessed and additional \$10.00 plus an additional \$15.00 per hour (\$3.75 per quarter hour) while waiting for passengers to arrive.

Note 4: Passengers making a reservation less than eighteen (18) hours prior to the requested pick-up time will be charged one and one-half (1.5) times the standard Zone Rate.

Note 6: Passengers canceling the reservation less than eighteen (18) hours prior to the requested pick up time will be charged the standard Zone Rate.

II. Van Shuttle Service between Zones Exclusive of Eppley Airfield

Note 1: Passengers originating or terminating outside of Zone 5 will be charged the Charter Rate.

Note 2: Passengers making a reservation less than eighteen (18) hours prior to the requested pick-up time will be charged one and one-half (1.5) times the standard Zone Rate.

Note 4: Passengers canceling the reservation less than eighteen (18) hours prior to the requested pick up time will be charged the standard Zone Rate.

III. Van Charter Rates

Description	Rate
A. Rate per hour	\$40.00

Description of Zone Boundaries

Zone 1: On the north-Ames Ave., as extended from 30th Street east to the Missouri River; on the west-30th Street, as extended from F Street to Ames Ave.; on the south- F Street, as extended from 30th Street east to the Missouri River; and on the east-the Missouri River.

Zone 2: on the north- Ames Ave., as extended from 60th Street east to the Missouri River; on the west-60th Street, as extended from F Street to Ames Ave.; on the south-F Street, as extended from 60th Street east to the Missouri River, and on the east-the Missouri River.

Zone 2-changed to Zone 3

Zone 3-changed to Zone 4

Zone 4-changed to Zone 5

All rate structures will also include the following:

Discount for Senior Citizens - \$2.00 off each fare
(Senior Citizen defined as anyone acquired 65 years or beyond their birth year)

Discount for Cash in Advance - \$2.00 off each fare
(Cash in Advance defined as Currency or Check paid to A & B Shuttle, or its representative, previous to or at the point of pick up.)

Discount for Round Trip Reservations - \$2.00 off each fare

(Reservations for Round Trip defined as at the time the initial reservation is made the individual books the trip which included the transportation to and from a pick up and drop off location.)

FUEL SURCHARGE: \$1.00 per trip when the price of gasoline is above \$1.95 per gallon.

MADE AND ENTERED at Lincoln, Nebraska, this 2nd day of August, 2005.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

Chairman

ATTEST:

Deputy Director

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the)	APPLICATION NO. BR-335
Prescription of Reasonable Rates)	
and Charges for Motor Carriers)	GRANTED ON AN EMERGENCY
Passengers and Property for Hire)	BASIS
subject to the Provisions of)	
Neb. Rev. Stat. (Reissue 2003),)	ENTERED: MAY 13, 2008
Chapter 75, Articles 1 and 3.)	

BY THE COMMISSION:

OPINION AND FINDINGS

On April 10, 2008, MAVM Ventures, Inc., d/b/a A & B Shuttle, Omaha, Nebraska, filed an application for authority to amend its open class rates for its use as follows:

Description	Current		Proposed Rates	
	One	Two/more	One	Two/more
Zone 1	\$15	\$19	\$16	\$20
Zone 2	\$17	\$23	\$18	\$24
Zone 3	\$23	\$29	\$24	\$30
Zone 4	\$27	\$35	\$28	\$36
Zone 5	\$31	\$41	\$32	\$42

Charter Rates	\$40/hour	\$42/hour
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The above current rates include an approved surcharge for gasoline charges above \$2.95 per gallon. The Proposed rates are as set forth without any surcharge being applicable.

Emergency action is requested.

Applicant is a certificated common carrier which holds Certificate B-1558. The certificate authorizes the transportation of passengers and their baggage by chauffeur-driven motor home between points in Douglas, Sarpy, and Lancaster counties, on the one hand, and, on the other hand, points in Nebraska over irregular routes. Supplement 1 authorizes the transportation of passengers and their baggage by chauffeur-driven van between points in Douglas, Sarpy and Lancaster counties over irregular routes.

The Applicant last received a rate increase in May of 2006. At that time, the price of gasoline had reached

APPLICATION NO. BR-335

PAGE 2

nearly \$2.90 per gallon. As of the time of this order, the price of gasoline is at or above \$3.60 per gallon. This is an increase of twenty-four percent. Much of the increase has occurred in the last few months.

The price of gasoline alone has increased twenty-four percent since the last granting of an increase for the Applicant in May of 2006. This increase in gasoline costs has also has an effect on other costs for the Applicant including maintenance costs. Increases of costs of this magnitude have a major negative effect on the operations of companies such as the Applicant.

The adjustments made in the proposed rates, at current gasoline cost levels, amount to an increase in the rates for the Applicant of between two and seven percent. The proposed rates incorporate the gasoline surcharge approved by the Commission in May of 2006 into the rates charged. The Charter rate request amounts to a five percent increase.

The increases proposed are reasonable under the circumstances. The cost of gasoline has risen greatly in the immediate past, and it does not appear that it will decrease in the near future. The Commission finds that the increase in the cost of gasoline does constitute an emergency situation that justifies the granting of the Application on an emergency basis. The Commission does reserve the ability to revisit the approved rates on its own motion if the price of gasoline retreats significantly in the future. A major factor in our approval of the rates is the current high cost of gasoline and the surcharge that has now been placed in the rates. If gasoline costs were to subside then the rates may need to be reconsidered.

The rates proposed are reasonable for the service provided. The application is filed in compliance with Sections 75-308 (Rates) R.R.S. 2007 and the Commission rules.

Upon consideration of the application and being fully advised in the premises, the Commission is of the opinion and finds that the application should be granted on an emergency basis effective May 16, 2008.

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

APPLICATION NO. BR-335

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ORDER

IT IS, THEREFORE, ORDERED by the Nebraska Public Service Commission that, effective May 16, 2008, MAVM Ventures, Inc., d/b/a A & B Shuttle, Omaha, Nebraska, be, and it is hereby, authorized to amend its open class rates for its use as follows:

Description	Rates	
	One	Two/more Passengers
Zone 1	\$16	\$20
Zone 2	\$18	\$24
Zone 3	\$24	\$30
Zone 4	\$28	\$36
Zone 5	\$32	\$42

Charter Rates

\$42/hour

IT IS FURTHER ORDERED by the Nebraska Public Service that notice of this amendment to their rates be conspicuously displayed within each vehicle.

IT IS FURTHER ORDERED by the Nebraska Public Service Commission that public notice of this action be published in the Daily Record, Omaha, Nebraska, pursuant to the provisions of Section 75-121. R.R.S. 2007, and the Commissions Rules.

MADE AND ENTERED at Lincoln, Nebraska, this 13th day of May, 2008.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

Gerald L. Up

Chair

Frank E. Landis

Anne C. Boyle

//s// Anne C. Boyle

//s// Frank E. Landis

ATTEST:

Michael J. [Signature]

Executive Director

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

MAVM VENTURES, LLC

Business name, if different from above

A+B SHUTTLE

Check appropriate box: ☒ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☒ Other ▶ LLC

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

10942 W St

City, state, and ZIP code

OMAHA NE 68137

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

|| + || + || + ||

or

Employer identification number

522305083

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Michael A. Van Meter

Date ▶

7-7-07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.